

LEASE

This Lease, made as of July 8, 1960, by and between Dona Ana County, a political subdivision of the State of New Mexico, duly designated and existing as such by and through its duly elected and legal representative Bert Stull, Jr., hereinafter referred to as the Lessor, and the City of Las Cruces, a municipal corporation organized and existing under the laws of the State of New Mexico and represented herein by James E. Neleigh, its legal and duly elected Mayor, hereinafter referred to as the Lessee.

BOOK 46
PAGE 322
RECORDED
12-29-60

WITNESSETH:

That the Lessor for and in consideration of the covenants and agreements hereinafter to be kept and performed by the Lessee has demised and leased to the Lessee the premises in the County of Dona Ana, State of New Mexico, known and described as follows:

A 0.127 acre tract, more or less, being a part of Hermosa Addition and within the corporate limits of the City of Las Cruces, Dona Ana County, New Mexico, and more particularly described as follows:

Beginning at the SE corner of Block #10 of the Hermosa Addition of the City of Las Cruces, Dona Ana County, New Mexico; thence S 15° 00' E along the easterly right of way line of Cottonwood Avenue for a distance of 125 feet to a point on the easterly right of way line of Cottonwood Avenue; thence S 15° 00' W for a distance of 130 feet to a point on the westerly right of way line of an alley located between Willow Avenue and Cottonwood Avenue; thence S 15° 00' E for a distance of 125 feet along the westerly right of way line of the above described alley to a point on the northerly right of way line of Organ Street; thence N 75° E for a distance of 130 feet along the northerly right of way line of Organ Street to the point of beginning, containing 0.127 acres, more or less, which include Lots 13, 14, 15, 16, and 17 of Block 10, Hermosa Addition and within the corporate limits of the City of Las Cruces, Dona Ana County, New Mexico.

99 YEAR
LEASE TO
CITY OF
LAS CRUCES

(CITY WATER
WELL No. 18)

The Parties hereto in consideration of the mutual covenants do agree as follows:

-1-

The term of this Lease shall be for a period of ninety-nine (99) years from

July 8, 1960.

The Lessee agrees to pay a rental for the demised premises the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, being the rental for the entire duration of this Lease up to and including July 8, 2059 A. D.

-3-

That the hereinabove described premises shall be used by the Lessee exclusively for the purposes of the drilling and the maintenance of a water well and activities pertinent thereto.

-4-

In the event the Lessee shall discontinue or otherwise fail to utilize the said premises for the purposes as set out in paragraph 3 hereof at any time during the duration of this Lease, the premises shall immediately and automatically revert to the Lessor who shall have the right of immediate entry and possession.

-5-

At the expiration of this Lease or at its termination for any reason Lessee agrees to surrender to the Lessor such improvements as have been added to the premises and agrees further, to assume the liability and responsibility for the maintenance of the said premises in good condition and order during the term of this Lease.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands the day here first above written.

(COPIES SEAL)

ATTEST:

Rodriguez Canillo
County Clerk

ATTEST:

Blanca M. ...
City Clerk

LESSOR:

Carle ...
Dona Ana County, State of New Mexico

LESSER:

City of Las Cruces, State of New Mexico

In the event the Lessee shall discontinue or otherwise fail to utilize the said premises for the purposes as set out in paragraph 3 hereof at any time during the duration of this Lease, the premises shall immediately and automatically revert to the Lessor who shall have the right of immediate entry and possession.

-3-

At the expiration of this Lease or at its termination for any reason Lessee agrees to surrender to the Lessor such improvements as have been added to the premises. I agree further, to assume the liability and responsibility for the maintenance of the said premises in good condition and order during the term of this Lease.

IN WITNESS WHEREOF, the said Parties have hereunto set their hands the day here first above written.

(COPIES SEAL)

ATTEST:

Rudolfo Carrillo
County Clerk

LESSOR:

Donna Ana County, State of New Mexico

LESSEE:

City of Las Cruces, State of New Mexico

ATTEST:

Maurice B. Flores
City Clerk

(SEAL)

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Reception Number 12748

STATE OF NEW MEXICO, County of Dona Ana, ss. I hereby certify that this instrument was filed for record on the 29th day of DECEMBER 1960, at 1:15 o'clock PM, and duly recorded in Book 46, page 22-23, of the Records of MISC of said county, on this 29th day of DECEMBER, A. D. 1960.

RUDOLFO CARRILLO

RUDOLFO CARRILLO, County Clerk.

By Maurice B. Flores
Deputy.

ABC PRINT-

LEASE

This Lease, made as of July 11, 1960, by and between Dona Ana County, a political subdivision of the State of New Mexico, duly designated and acting as such by and through its duly elected and legal representative Earl Stall, Jr., hereinafter referred to as the Lessor, and the City of Las Cruces, a municipal corporation organized and existing under the laws of the State of New Mexico and represented herein by James E. Neleigh, its legal and duly elected Mayor, hereinafter referred to as the Lessee.

WITNESSETH:

That the Lessor for and in consideration of the covenants and agreements hereinafter to be kept and performed by the Lessee has granted and leased to the Lessee the premises in the County of Dona Ana, State of New Mexico, known and described as follows:

A 0.127 acre tract, more or less, being a part of Hermosa Addition and within the corporate limits of the City of Las Cruces, Dona Ana County, New Mexico, and more particularly described as follows:

Beginning at the SE corner of Block #10 of the Hermosa Addition of the City of Las Cruces, Dona Ana County, New Mexico; thence S 15° 00' E along the easterly right of way line of Cottonwood Avenue for a distance of 123 feet to a point on the easterly right of way line of Cottonwood Avenue; thence S 75° 00' W for a distance of 130 feet to a point on the westerly right of way line of an alley located between Willow Avenue and Cottonwood Avenue; thence S 15° 00' E for a distance of 123 feet along the westerly right of way line of the above described alley to a point on the northerly right of way line of Organ Street; thence N 75° E for a distance of 130 feet along the northerly right of way line of Organ Street to the point of beginning, containing 0.127 acres, more or less, which include Lots 13, 14, 15, 16, and 17 of Block 10, Hermosa Addition, all within the corporate limits of the City of Las Cruces, Dona Ana County, New Mexico.

The Parties hereto in consideration of the mutual covenants do agree as follows:

-1-

The term of this Lease shall be for a period of ninety-nine (99) years from

July 11, 1960